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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

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1735 JERSEY AVE LLC,

Plaintiff/Counterclaim Defendant,

-against-

**LUXE LIVING DESIGN, LLC
and CHAIM S. TREITEL,**

Defendants/Counterclaim Plaintiffs.

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1735 JERSEY AVE LLC,

Plaintiff/Counterclaim Defendant,

-against-

**LUXE LIVING DESIGN, LLC
and CHAIM S. TREITEL,**

Defendants/Counterclaim Plaintiffs.

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Docket No.:
3:24-cv-06168

Docket No.:
3:24-cv-06175

**DECLARATION
OF CHAIM S.
TREITEL**

I, CHAIM S. TREITEL, of full age, certify under penalties of perjury as follows:

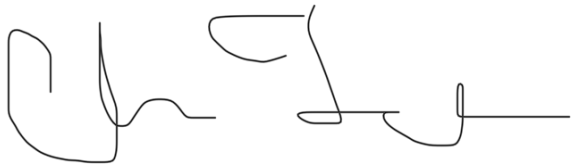
1. I am one of the Defendants in this action and make this declaration in support of my Motion for Preliminary Injunction.
2. A true and correct copy of the Lease Agreement for the Premises is attached as Exhibit A.
3. On or about October 23, 2023, Defendants/Counterclaim Plaintiffs Luxe Living Design, LLC and I and Plaintiff/ Counterclaim Defendant 1735 Jersey Ave LLC (“Plaintiff”) executed the Lease Agreement, in which Defendant leased a portion of the property located at 1735 Jersey Avenue, North Brunswick, New Jersey (“Premises” or “Property”) (“Lease Agreement”).
4. However, prior to signing the Lease Agreement, in as early as January 2023, Plaintiff assured me that the roof of the Premises would be repaired.
5. On December 20, 2023, I asked Plaintiff “[w]hat’s the plan with the roof . . . [c]overing the le[a]ks for now . . . isn’t going to work long term.”
6. On January 18, 2024, I notified the Landlord of more leaks and asked when the full repairs would be done. The Landlord did not respond.
7. On January 28, 2024, Tenant told Landlord, “As of today there are still leaks in the roof and we have not see[n] anyone working in the past week,” despite Landlord’s assurance that “[w]e signed contract to replace roof already . . . All the roof will be replaced.”
8. During this time, we were unable to fully move into the Premises and had to continue to use our prior space and pay rent for it.

9. Finally, on or about March 15, 2024, after being assured that the repairs were complete and the roof was fixed, we resumed moving into the Premises, by putting in shelving and moving more items into the Premises.
10. To date, Plaintiff has received approximately \$ 1.3 Million in rent from Defendants and continues to receive rent from Defendants.
11. On or about September 25, 2024, Plaintiff blocked the entrance to the Premises using trucks and trailers.
12. Plaintiff also hired guards to physically prevent Defendants from entering the Premises.
13. Since September 25, 2024, Plaintiff has also shut off the power to the Premises.
14. Luxe Living Design, LLC is in the business of furniture rentals for high end events, and we store all of our items in the warehouse located on the Premises.
15. Due to the nature of this business, items are taken in and out on a regular basis.
16. Without the ability to access the warehouse and the items stored there, my business is essentially unable to function.

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WHEREFORE, for the foregoing reasons, Defendants/Counterclaim Plaintiffs Luxe Living Design, LLC and Chaim S. Treitel respectfully request that the Court: a) grant their Motion for Preliminary Injunction in its entirety; b) grant Defendants/Counterclaim Plaintiffs possession of the Property; and c) such other and further relief as the Court deems just and proper.

Dated: New York, New York
September 27, 2024



CHAIM S. TREITEL